

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

BOYD FULTON

Plaintiff

VS.

THE TOWN OF HULL, MASSACHUSETTS

Defendant

NO. 2004-CV-11234MEL

AGREEMENT FOR JUDGMENT

The parties agree that a judgment shall enter in the amount of \$1,000 for the Plaintiff on all claims other than those resolved on the partial summary judgment, and both parties further agree:

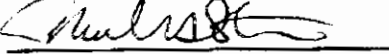
1. This Agreement shall not constitute any admission of any liability or wrong-doing on the part of the Defendant Town, which is specifically denied and disputed. It is entered into by the Town only to facilitate settlement of this disputed claim and to avoid further expenditure of time, costs, legal expenses and the resources of the parties and the Court.
2. This Agreement shall fully resolve all claims and counterclaims that the Plaintiff and the Defendant have against the other party from the beginning of the world to the present, excepting:
 - A. Those already resolved by the Court on Plaintiffs Motion for Partial Summary Judgment, and
 - B. Any award the Court may grant for costs including reasonable attorney's fees to the Plaintiff:
 1. On Plaintiffs pending motion for attorneys fees and costs and
 2. On any motion for attorneys fees and costs related to the claims that are the subject of this Agreement. The Plaintiff may combine said request into one motion.

The Court shall retain jurisdiction to rule upon the aforementioned unresolved questions.

3. The parties waive all rights of appeal as to matters determined by the Court on the partial summary judgment and resolved by this agreement for the \$1,000.00. All other rights of appeal are reserved and not waived, meaning as relates to the award of attorneys fees and costs.


4. It is agreed that the \$1,000.00 agreement for judgment as to the remaining claims will not have any preclusive effect on an application for an award of fees under the statutes, meaning that the fact that it was via an Agreement for Judgment and not by judgment following trial or a hearing will not operate as a bar to moving for attorneys fees. The Town may make any other argument it wishes in regard to this matter, including ones for a reduced fee or even no fee for the portion of the judgment to which entry is agreed (the \$1,000), as well as the partial summary judgment.
5. Any motion for costs including attorney's fees shall be filed by the Plaintiff with the Court motion ^{sixty} ~~thirty~~ days from the approval, of this agreement by the Court and any opposition thereto will be filed by the Defendant within twenty -days thereafter.

Respectfully submitted
For the Said Plaintiff


MARK D. STERN, ESQ.
MARK D. STERN, P.C.
BBO # 479500
34 Liberty Street
Somerville, MA 02144
617-776-4020

Date: April 6, 2007

Respectfully submitted
For the Said Defendant,


JAMES B. LAMPKE, ESQ.
TOWN COUNSEL-TOWN OF HULL
BBO #284280
115 North Street
Hingham, MA 02043
781-749-9922

Date: April 6, 2007

So Ordered



Lasker, J
April 9, 2007